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ALBERONA MARKET,

Plaintiff,

ATLANTIC CASUALTY INSURANCE
COMPANY,

Defendants

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

CASE NO: 17-3678

NOTICE OF REMOVAL

To the Judges of the United States District Court for the District of New Jersey:

Pursuant to 28 U.S.C. § 1441 and 28 U.S.C. § 1446, the Defendant, Atlantic Casualty Insurance Company ("Atlantic Casualty"), gives notice of removal of this action from the Superior Court of New Jersey, Essex County. In support hereof, Atlantic Casualty states the following:

1. Atlantic Casualty is a defendant in this civil action originally brought in by Order to Show Cause and Verified Complaint dated May 4, 2017 in the Superior Court of the State of New Jersey, Essex County, entitled Alberona Market v. Atlantic Casualty Insurance Company, (the "State Court Action"). Copies of the Order to Show Cause and Verified Complaint in that action are attached hereto as **Exhibit A**. On May 16, 2017 Plaintiff's counsel faxed to the undersigned attorneys a signed Order to Show Cause, a copy of which is attached as **Exhibit B**. On May 22, 2017 the undersigned attorneys received a fax from Plaintiff's counsel enclosing a First Amended Complaint. A copy of that document is annexed as **Exhibit "B"**. These documents constitute all process, pleadings and orders provided to Atlantic Casualty or counsel for Atlantic Casualty in such action.

2. Atlantic Casualty did not respond to the Order to Show Cause, the Complaint or the First Amended Complaint in the State Court Action and its time to do so has not expired.

3. The Plaintiff, Alberona Market. ("Plaintiff"), commenced the instant action via Order to Show Cause and Verified Complaint seeking business personal property coverage and business interruption coverage after a fire loss which occurred on March 17, 2017 wherein Plaintiff allegedly sustained significant property loss and loss of business income. Atlantic Casualty insured Plaintiff for the period of March 14, 2016 to March 14, 2017. A copy of the Verified Complaint is annexed as part of **Exhibit A**. A copy of the First Amended Complaint is annexed as **Exhibit C**.

4. Atlantic Casualty received a copy of the Order to Show Cause and Verified Complaint via facsimile on May 4, 2017. The cover page to the facsimile indicates that the papers were also being delivered via certified mail, however, Atlantic Casualty is not aware of any such certified copy. Accordingly, Atlantic Casualty's notice of removal is timely since it is being filed within thirty (30) days of its receipt of the Verified Complaint in this matter. 28 U.S.C. § 1446(b).

5. This Court's jurisdiction over this matter exists pursuant to 28 U.S.C. § 1332(a). Specifically, there is full diversity of citizenship between all of the parties in this lawsuit. More specifically: upon information and belief Plaintiff Alberona Market is a "dba" used by Immacolata Soliman. The principal place of business for Alberona Market is Newark, New Jersey. Based upon our research, the only residence address(es) for Immacolata Soliman are located in New Jersey. Defendant Atlantic Casualty is a corporation which was incorporated in North Carolina with its principal place of business located in North Carolina. As a result, there is full diversity.

6. The amount in controversy exceeds \$75,000. In particular, Plaintiff seeks to declare that the defendants owe insurance coverage under policy number M148000110-2. The amount of the loss is not alleged, but it is alleged that Atlantic Casualty owes coverage under an alleged insurance policy with limits of \$100,000 for business personal property coverage and \$10,000 for business interruption coverage.

7. Plaintiff's complaint does not contain a jury demand.

8. There are no co-defendants in this lawsuit. As a result, consent is not required.

WHEREFORE, the Defendant Atlantic Casualty Insurance Company, prays that this case proceed in this Court as an action properly removed thereto.

KEIDEL, WELDON & CUNNINGHAM, LLP

By: s/ Debra M. Krebs
Debra M. Krebs, Esq.
Attorneys for Defendant Atlantic Casualty Ins. Co.

DATED: May 23, 2017